REGISTERED CONDUCT RULES FOR THE CONTROL AND MANAGEMENT OF THE BUILDING OR BUILDINGS KNOWN AS "DOLPHIN FOUR" NO.SS 17/1994 AND ERF 19402 MILNERTON ON WHICH THE BUILDING OR BUILDINGS ARE SITUATED. UPDATED AS AT JANUARY 2012

CONDUCT RULES
(Section 35(2)(b) of the Sectional Titles Act, No. 95 of 1986)

1. PRELIMINARY

The rules contained in this schedule shall not be substituted, added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.

2. INTERPRETATION

In the interpretation of these rules, unless the context clearly indicates a contrary intention:

a) "Act" means the Sectional Titles Act No.95 of 1986, as amended from time to time and any regulations made and in force thereunder;
b) the words used shall bear the meanings assigned to them in the Act;
c) the singular shall include the plural and vice versa;
d) a reference to any one gender shall include the other genders;
e) a reference to natural persons shall include legal persons and vice versa;
f) "Trustee" includes an alternative trustee;
g) "the Buildings" shall mean the buildings to which these rules apply;
h) the headings to these rules are for convenience and shall be disregarded in construing these rules;
i) "owner" shall be deemed to include the tenant/ occupier from time to time;
j) "Alterations" shall mean any work involving structural alterations or additions to a section and/or the common property and/or the building, including the removal, creation or modification of a wall, window, door, balustrades or any structural part of the building, and any alterations, modifications or decorative work which affects the exterior appearance of a section, including the installation of a roof window, skylight, pergola, awnings, and the modification, replacement or enclosing of a patio, stoep, balcony, deck, cabana, yard or garden;
k) "Application form" shall mean the application form contained in Annexure A to these rules;
l) "Architect" shall mean the architect appointed by the trustees;
m) "Design Guidelines" shall mean the design guidelines contained in Annexure B to these rules;

n) "Design Review Committee" shall mean the Design Review Committee as may be appointed by the trustees;
o) "these rules" shall mean these Conduct Rules;
p) "Renovations" shall mean any internal redecoration or refurbishment of the existing interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitary ware, floor coverings, and the modification of the pipes, wires, cables and ducts of a section;
q) the Annexures to these rules shall be deemed to be incorporated in and form part of these rules;
r) the Annexures to these rules may be substituted, added to, amended or repealed from time to time by special resolution of the body corporate;

3. DESIGN GUIDELINES, DESIGN REVIEW COMMITTEE AND ARCHITECT

(a) The Design Guidelines contained in Annexure B to these rules shall control all aspects of the design and the appearance of the buildings in the scheme and any alterations thereto.

(b) Owners of sections shall comply with the provisions of these rules and the Design Guidelines with regard to Alterations to their sections and/or the common property and/or the exterior of a building in terms of these rules.

(c) The trustees may perform such acts as are necessary to accomplish the purposes expressed or implied in these rules and the Design Guidelines, which acts shall include, inter alia, the examination, approval and endorsement of plans or building plans relating to Alterations.

(d) The trustees shall be entitled to:

i. appoint a Design Review Committee with such powers and duties as delegated by the trustees, to consider applications for Alterations or Renovations and to scrutinize the plans in respect of Alterations on their behalf and to ensure compliance with the Design Guidelines;

ii. appoint an architect and such advisors as are necessary to scrutinize the plans in respect of Alterations on their behalf and to ensure compliance with the Design Guidelines;

iii. impose a submission fee, scrutiny fee and such further charges as deemed necessary, to consider an application for Alterations or Renovations and to scrutinize the plans;

iv. determine a deposit payable by owners, to proceed with Alterations or Renovations in terms of these rules, which deposit shall be retained by the trustees until completion of the work.

4. USAGE

a) An owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

b) Sections comprising apartments shall not be used for any purpose other than for residential purposes. The sections shall be used and occupied personally by the owner. In the event of any unit being owned by a company, the section may be occupied by such person nominated from time to time by such company, provided that such occupation shall be subject to the prior approval of the trustees which approval shall not be unreasonably withheld.

c) (i) All owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with ail services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to guests and servants of owners and/or occupants of sections while they are in the buildings and/or the common property.

(ii) An owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner or occupant of the Buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant of the Buildings or member of the body corporate.

(iii) The use of radio, television sets, sound equipment, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.

(iv) An owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows.

(d) (i) An owner shall not keep or do anything on the common property after notice in writing in that regard from the trustees.

(ii) An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the trustees first having been had and obtained.

(iii) An owner shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the trustees first having been had and obtained.

5. LETTING

An owner may let or part with occupation of his unit provided:

a) that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;

b) that as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given as the case may be an undertaking in favour of the body corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the trustees shall from time to time require and it shall be lodged in writing with the trustees prior to such lessee or person being given occupation of the unit.

6. ANIMALS

No animals, reptiles or pets (other than a bird in a cage) shall be kept or harboured in the Buildings unless the same in each instance be expressly permitted in writing by the trustees.

In no event shall animals be permitted in any of the public portions on the Building or any other part of the common property unless controlled on a leash. In the event of any owner or occupant in accordance with the provisions hereof keeping or harbour-

ing any animal or other pet on the premises, such person shall not allow such animal or other pet to foul the corridors, entrance or- any other part of the common property or otherwise cause a nuisance.

The trustees shall have the right to require any such animal or other pet to be removed permanently from the Building where this rule, in the absolute discretion of the trustees, is not observed.

7. CONSENT REQUIRED IN RESPECT OF ALTERATIONS AND RENOVATIONS

a) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property or the exterior of a building, without first obtaining the written consent of the trustees.

b) Notwithstanding sub-rule (a), an owner or person authorised by him, may install:
   (i) any locking device, safety gate, burglar bars, or other safety device for the protection of his section; or
   (ii) any screen or other device to prevent the entry of animals or insects;

   Provided that the trustees have first approved the nature and design of the device and the manner of its installation.

c) No owner of a section shall attach or install any air conditioning equipment, external lighting, or other devices or additions to the common property or to the exterior of a building, without first obtaining the written consent of the trustees. No owner of a section may attach or install any aerial or satellite dish to the exterior of a building in the scheme, where it is visible from outside the section.

d) No owner of a section shall make Alterations to his section and/or the common property and/or the Building, without first obtaining the written consent of the trustees.

e) No owner of a section shall make Renovations to his section, without first obtaining the written consent of the trustees. All alterations or repairs of plumbing, electrical installations or conduits must be done by qualified persons and the work must comply with the standards required by the local authority.

8. PROCEDURE FOR ALTERATIONS AND RENOVATIONS

a) To obtain the written consent of the trustees as contemplated in rule 7 above, the owner of the section shall:

(i) complete the Application form contained in Annexure A to these rules and submit the completed Application form and such additional plans and other documents as may be required by them, to the trustees or to the Design Review Committee;

(ii) submit plans and where applicable, building plans, of the proposed Alterations or Renovations to the trustees or the Design Review Committee;

(iii) pay the deposit, as determined by the trustees by trustees' resolution;

(iv) pay the submission fee, as determined by the trustees by trustees' resolution, including the scrutiny fee payable to the Architect.

b) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant regarding the proposed alterations and the owner may be held liable for the costs incurred.

c) If the trustees are satisfied that the proposed Alterations are in accordance with Design Guidelines, for the purposes of which the trustees shall be the sole arbiter and their decision shall be final and binding on the owner, they shall approve and endorse the plans and convey their written consent to the owner. The trustees may impose conditions when granting their consent.

d) If the approval of the Local Authority is required, the owner shall submit the building plans to the Local Authority for approval. If no approval is required from the Local Authority the owner may commence with construction upon obtaining the approval of the trustees.

e) Once the Local Authority has approved the building plans, a copy of the approved building plans must be submitted to the trustees, to obtain their consent to proceed with the alterations. If a further scrutiny fee is required by the Architect to scrutinize the approved building plans, the owner shall pay the scrutiny fee as may be required.

f) If required in terms of the Act, the owner shall proceed to obtain the body corporate's approval of the Alteration, by special resolution or otherwise. The members of the body corporate may impose reasonable conditions when granting their authorisation.

g) The owner shall comply with the following provisions with regard to the construction and completion of the Alterations and Renovations:

(i) Appropriate insurance must be taken out by the owner or his building contractor for the duration of the construction period, if required by the trustees.

(ii) Any work done in pursuance of this rule, must be done during the hours of 08h00 to 17h00 on weekdays, but not on Saturdays or Sundays or on public holidays. No demolition, hammering, drilling, sawing, or use of power tools or other disturbing noise producing activities may be undertaken between the hours of 13h00 and 14h00.

(iii) The owner shall comply with the provisions of the Design Guidelines and the conditions that may have been imposed by the trustees or by the body corporate.

(iv) All doors and windows being installed must conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the building.

(v) The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.

(vi) The goods lift, where applicable, may only be used by workmen and for materials and only pneumatic tyred wheelbarrows may be used.

(vii) The electricity supply of the body corporate may not be used without the consent of the trustees, who may assess the costs of such usage for the account of the owner.

(viii) Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction and nuisance to other owners or occupiers.

(ix) The owner accepts responsibility, and shall be liable to the body corporate (or other owners, as the case may be), for any damage caused

by him, his workmen, or contractors, to the common property or to other sections and indemnifies the body corporate against such damage or any claims arising therefrom.

(x) In the event of the common property being damaged due to construction, the trustees shall be entitled to appoint an independent contractor to repair the damages and the trustees may utilise the deposit to defray the costs of repairs. If however, the deposit is insufficient to cover the costs of repairs, the trustees shall be entitled to recover the shortfall from the owner and such amount may be added to the levy account of the owner.

(xi) The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule.

(xii) Upon completion of construction, the owner must notify the trustees who shall inspect the section and/or common property and/or building, before refunding the deposit to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.

(xiii) If required in terms of the Act, the owner shall ensure that the alteration is registered in the deeds registry, such as in the instance of the extension of a section.

h) Any alteration, device or addition made or installed by or on behalf of an owner in terms of these rules shall be maintained by the owner of the section and his successors in title in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense. If an owner fails to maintain adequately such alteration, device or addition and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the trustees, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner. The costs shall be due and payable by the owner upon demand, and failing which, the costs may be added to the owner's levy statement and the costs may be recovered from the owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.

9. SUBDIVISION

No owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written approval of the body corporate, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit.

10. REFUSE DISPOSAL

An owner or occupier of a section shall:

a) be responsible for the removal of all refuse and debris from his section;

b) not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specifically designated for the placing of refuse or rubbish either on the sectional plan or by the trustees;

c) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;

d) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

e) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;

f) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (c);

g) not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

11. INSURANCE

a) The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner in question.

b) An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.

c) An owner shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

12. STAFF

The trustees of the body corporate are specifically authorised to employ cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair and the costs of such employment shall be an administrative expense chargeable to the fund established by the body corporate;

Provided, however, that nothing herein or elsewhere contained shall be construed as obliging the trustees of the body corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional owner, who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition.
No owner may, in any circumstances, interfere with the schedule of times of service of the complex and any complaints concerning this work shall be made to the chairman of the trustees of the body corporate in writing.

13. LAUNDRY

An owner shall not allow any of his or her linen or clothing to be hung on the outside of any section or on the common property except in the place specifically designated therefor.
Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows. Laundry shall be removed from the drying lines as soon as is reasonably possible after it has dried.

14. AUCTION /JUMBLE SALES

An owner shall not hold or allow to be held any auction or jumble sale in the section or any portion of the common property under any circumstances.

15. GAMES

No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the Buildings. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property, unless authorised by the trustees.

16. HAZARDS

(a) Fire- No cooking is permitted in the servants' quarters if any save by employees of the body corporate.

(b) Water- An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.

17. SECURITY

Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the trustees of the body corporate.

18. APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including patios, stoeps, balconies, decks, cabanas, yards and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

19. VEHICLES

a) Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the trustees for the purpose and in such a way that the flow of traffic, fire hydrants and access to and egress from the building, garages and/or parking bays are not obstructed. One vehicle may not occupy two parking bays.

b) The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property in contravention of these Rules

c) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.

d) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

e) Damaged vehicles and vehicles that are not in general use or that are not roadworthy may not be parked on the common property other than for such short periods as may have the prior written approval of the trustees.

f) Owners, their visitors and guests shall:

i. observe any road signs and signs and road markings containing directions for the use and parking of vehicles on the common property;

ii. not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety;

iii. not allow any unlicensed person to drive any vehicle within the common property;

iv. not sound any hooters in a section or on the common property other than in emergencies.

g) Any parking bay on the common property demarcated for the use of vehicles used by disabled persons shall only be used for that purpose and no other vehicle may be parked in such bay.

h) Any parking bay on the common property demarcated as a loading zone may only be used for the loading or off-loading of goods onto or from a vehicle and furthermore no such vehicle may be parked in such bay for longer than thirty minutes.

i) Any area on the common property demarcated for the parking of motor cycles shall only be used for that purpose and no other type of vehicle may be parked in such area.

j) No trucks (save only for the purposes of loading or off-loading), caravans, trailers, boats or other heavy vehicles may be parked on the common property, including any exclusive use area, without the prior written consent of the trustees.

k) Garages may only be used for the parking of vehicles, save with the prior written consent of the trustees; provided that any space in any garage that would not usually be taken up by a vehicle may be used for the storage of goods subject to the provisions of the Sectional Titles Act, 1986, the management rules and the remaining provisions of these conduct rules.

l) An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors of his guests unless that owner or occupier is entitled to such exclusive use area.

m) Without prejudice to the provisions of sub-rule, the trustees may cause any vehicle parked, standing or abandoned on the common property in contravention of these rules to be immobilised, whether by effecting a clamp to the wheels of that vehicle or otherwise, and they will be entitled to remove such clamp upon payment to the body corporate of a fine not exceeding R50.00 or such larger amount as the body corporate may approve by ordinary resolution.

n) Temporary parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property

20. BREACH

In addition to and without prejudice to the rights created in accordance with the provisions of the management rules in the event –

a) of the owner committing any breach of any of the provisions of the management, conduct or house rules made hereunder or of the Act and failing to remedy such breach within seven (7) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or

b) of the owner committing or suffering the commission of any repetition of any breach of any of the terms and conditions of the management, conduct or house rules hereunder or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of:

the body corporate or the trustees or the managing agent if so authorised by the trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it or them, either to enforce the relevant provision of the rules and/or Act breached, or alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the body corporate or the trustees or the managing agent as the case may be, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the body corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy same.

In the event of any steps or legal action being taken by the body corporate or the trustees or the managing agent for the purpose of enforcing compliance with these rules or any house rules hereunder or of the Act of procuring a due and proper remedy of such breach, all costs and expenses howsoever incurred by the body corporate or the trustees or the managing agent arising thereout or in connection therewith (including costs on the scale as between Attorney and own client) shall be paid by and shall be recovered from the defaulting owner.

21. In the event of the body corporate instituting any legal action or proceedings against the owner as a result of any breach of the management, conduct and/or house rules, or in terms thereof, the owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between Attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.

22. ERADICATING OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.

The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

23. USE OF EXCLUSIVE USE AREAS

No owner of an exclusive use area shall use such area for any purpose other than for the purpose indicated on the relevant Sectional Title Plan and the use thereof shall be subject to the same rights and restrictions as set forth in Conduct Rule 4 above.

24. UNDER COVER PARKING BAYS, STORE-ROOMS, AND EXCLUSIVE USE AREAS

a) An under-cover parking bay sectional unit, and a storeroom sectional unit shall not be sold or transferred to any person other than the owner of a sectional unit comprising an apartment. This sub-rule shall not apply to the body corporate where such section or sections are required by the body corporate for management purposes only.

b) No apartment sectional unit to which an under-cover parking bay sectional unit, and storeroom sectional unit relates may be sold or transferred unless such related under cover parking bay sectional unit, and storeroom sectional unit are simultaneously registered either in the name of the transferee of the related apartment sectional unit or in the name of the owner of any other apartment sectional unit in Dolphin Beach.

c) Under cover parking bay sectional units, storeroom sectional units, parking bays and other exclusive use areas (if any) may only be used or let to owners or lawful occupiers of apartment sectional units.

25. PENALTY OR LATE-PAYMENT OF CONTRIBUTI0NS

Owners shall be liable for interest on arrear contributions, outstanding from time to time, at such rate as the trustees may determine from time to time.

The above interest shall be calculated from the date on which contributions are due and payable.

26. OVERCROWDING

An owner of a section comprising an apartment, whether or not he personally occupies that section, shall at all times ensure that the number of persons who permanently reside in that section does not exceed the number stipulated for that section as follows:

No of Rooms in apartment	Number of Persons
ONE	2(two)
TWO	4(four)
THREE	6(six)
FOUR	6(six)

"Rooms" excludes kitchen, bathroom, toilet, entrance hall and passage.
For the purpose of this rule, a person who regularly sleeps in such section shall be deemed to permanently reside in that section.

Notwithstanding the aforegoing and with the prior written consent of the trustees (which shall not be unreasonably withheld) the owner of a section may allow additional persons temporarily to reside in his section.

Any consent given by the trustees in terms of this rule may be given subject to such reasonable conditions as they in their sole discretion deem appropriate.

27. HOUSE RULES

The trustees are authorised, if necessary, to institute House Rules for the efficient control of the complex and these House Rules can be added to or amended by the trustees from time to time.

28. M-NET INSTALLATION

If an M-Net system or like or similar television receiving system is installed all owners will be liable for the monthly subscription costs charged as an additional amount to the levies charged on sections and exclusive use areas.

29. ADVERTISING SIGNS

a) Equikor Partners in Property Trust No.3 or its agents/employees has the sole and exclusive right to erect and display advertising signs on the common property and/or the exterior of the buildings for the marketing of units in the Dolphin Four Sectional Scheme and/or the Dolphin Beach Sectional Scheme and for marketing of co-ownership/time-sharing interests in the Scheme.

b) Save for reasonable signage relating to the hotel complex and save for the aforegoing, no owner or occupier of a section or any other person shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

30. DOMESTIC EMPLOYEES

a) An owner shall:

i. be responsible for the activities and conduct of his domestic employees and shall ensure that his domestic employees understand and that they do not breach any rules, legislation or bye-laws which may affect the Sectional title scheme;

ii. ensure that his domestic servants do not loiter on the common property or apply to other owners or occupiers of sections for work or donations without the consent of such other owner or occupiers.

b) Any owner or occupier of a section whose domestic employees consistently fails to abide by these conduct rules may be required to remove such domestic employee from the property if so instructed by the trustees.

c) No owner or occupier of a section may request personal duties to be performed by any member of staff employed by the body corporate.

31. GARDEN

No plant or flower may be picked from nor any damage caused to the garden areas on the common property or the servitude area referred to in the Notarial Deed of Servitude No. K774/92

32. FURNITURE REMOVAL

Moving of furniture or any heavy or bulky articles in the lift should be done by prior arrangement with the superintendent or managing agent or a trustee who can ensure that the lift is properly cleared and protected to prevent any damage.

33. SWIMMING POOL

a) The swimming pool on the common property is available for the use of

i. owners and their guests (provided such guests are accompanied by their host) and occupants of units comprising the hotel;

ii. the owners/occupiers of sections comprising apartments in the Dolphin Beach Sectional Scheme and their guests, provided such guests are accompanied by their host, and provided the Body Corporate of the Dolphin Beach Building No.234/92 (hereinafter referred to as "Dolphin Beach") is not in breach of its financial obligations in terms of this rule and

provided further that such owners/occupiers/guests at all times comply with the provisions of this rule 33.

b) Guests of owners/occupiers shall be limited to not more than two persons per unit comprising an apartment.

c) The hours for use of the swimming pool may from time to time be determined by the trustees acting in collaboration with the Trustees of Dolphin Beach. The initial hours for use are

Mondays to Fridays :	7h00 to 14h00
	16h00 to 20h00
Saturdays	7h00 to 14h00
	16h00 to 22h00
Sundays	10h00 to 14h00
	16h00 to 20h00

and owners/occupiers shall not use nor shall they permit their guests to use the swimming pool outside of the aforementioned hours.

d) Children under twelve years of age shall under no circumstances be allowed to use the swimming pool unless they are accompanied by an adult who shall be responsible for their conduct.

e) The gate to the enclosure around the swimming pool shall be kept closed at all times.

f) No alcoholic beverages or glass containers of any type shall be permitted inside the enclosure around the swimming pool.

g) Radios, other sound reproduction equipment and musical instruments shall not be played within the swimming pool enclosure.

h) Users of the swimming pool shall refrain from making unnecessary noise and/or disturbing and/or causing a nuisance to owners and/or dripping water in any of the buildings. The operator of the units comprising the hotel shall be entitled to require any person who, in the opinion of the operator (acting through its Manager or Sub-manager), is causing unnecessary noise and/or disturbing and/or causing a nuisance to hotel occupants and/or any owners to leave the pool enclosure for the remainder of that day and the Trustees shall be entitled to bar any person for a specified period of time from using the swimming pool if the Trustees are of the view that such person's conduct requires censure.

i) Users of the swimming pool shall limit the use of sun-tanning oils until after they have been in the swimming pool as use of excessive quantities of such oils cause problems with the filtration system and the general cleanliness of the swimming pool.

j) Users of the swimming pool and its enclosure shall keep the pool and enclosure area in a clean and tidy state.

k) The automatic pool cleaning equipment shall under no circumstances be removed from the swimming pool/enclosure by any owner/occupier/guest.

l) No animals or reptiles shall be permitted inside the enclosure surrounding the swimming pool.

m) Entry into the enclosure surrounding the swimming pool and the use of the swimming pool is subject to the express condition that such entry and/or use is subject to own risk and that no liability shall attach to the body corporate or its agents or employees or the trustees for any loss of life, injury, loss or damage of whatever nature which any person entering the enclosure or using the swimming pool or any person claiming through or under him may suffer in consequence of such entry or use.

n) the right of use in terms of Rule 33(a)(ii) by owners/occupiers of sections comprising apartments in the Dolphin Beach Sectional Scheme and their guests is conditional upon payment by Dolphin Beach within 30 (thirty) days of request or such extended period as may be agreed from time to time of 50% (fifty per centum) of the cost of all equipment necessary to maintain the swimming pool at all times in good working order including repairs and replacement of such equipment when considered necessary by the Managing Agents as well as the cost of all chemicals, gardening of the enclosure area, electricity consumed, maintenance of the enclosure area, labour and every cost reasonably incurred to provide the facility of the swimming pool and enclosure in good order and condition. When making a request for payment such request shall be accompanied by information sufficient to enable Dolphin Beach to reasonably satisfy itself as to all costs incurred.

o) Exclusive use area T3 and the furniture therein shall not be available for use by owners/ occupiers of sections in Dolphin Beach Sectional Scheme and their guests

NOTE

In addition to the conduct rules which were lodged with the Registrar of Deeds in Cape Town, two Annexures relating to renovations and alterations, were also lodged, namely:

(a) Annexure "A" – application by Owner to make alterations or renovations to a section; and

(b) Annexure "B" – Dolphin Beach Design Guidelines for Alterations and Additions by Munnik Visser Abayali Architects, dated October 2011

This document was compiled by combining the original Dolphin Beach conduct rules on file and the additional rules as formulated by Tertius Maree Associates for the Special General Meeting which was held on 23 November 2011 at Milnerton.